



NEWVISION MAINTENANCE AND SUPPORT SERVICES

THIS SOFTWARE MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND NEWVISION SYSTEMS CORPORATION ("NEWVISION" OR "LICENSOR"), A DELAWARE CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 50 LOCUST AVENUE, NEW CANAAN, CONNECTICUT 06840. (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

Whereas, the Clerk of Courts awarded a contract to NewVision herinafter referred to as contract BW7764-4/09-3, for a County Property Appraisal Interface to County Recording Integrated System (CRIS).

Whereas, the County desires to purchase maintenance and support services from NewVision for the Property Appraisal Interface.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Designated Equipment" shall mean the hardware products located in the Property Appraisal Department with which the Software is licensed for use by the County.

1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which may have been furnished to Licensee by County in connection with the Software.

1.3 "Additional License Fee" shall mean the fee associated to purchase additional licenses the following price as outlined in Appendix B "Price Schedule".

1.4 "Concurrent Software" shall mean the computer programs licensed and used on equipment in the Property Appraisal Department (the "Property Appraisal Equipment").

1.5 "Projects" and "Services" shall mean enhancements or modifications to the licensed Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.6 "Maintenance and Support Services" shall mean the support to be provided pursuant to the terms of Appendix A.

1.7 "User Support" shall mean asking NewVision for user support relating to the use of the Software, by telephone, fax or Internet email.

1.8 "Enhancement" means any standard modifications or additions that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. NewVision shall have the option of charging for all Enhancements, whether major or otherwise at the rate set forth on the Appendix B, Price Schedule.



1.9 "Major Enhancement" means a major Enhancement, modification or additional module that NewVision distributes for an additional license fee that may be purchased by the County.

1.10 "Error" means any reported and reproducible failure of the Software to perform substantially in accordance with the Total Specification (as define in Appendix A, Scope of Services).

1.11 "Error Correction" means either a modification, patch or work around, that, when made or added to the Software, brings the application into material conformity with Total Specification, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

1.12 "VPN Support" means providing diagnostic advice and assistance concerning the use and operation of the Licensed Software via a virtual private network connection to the Equipment.

1.13 "'NewVision" shall mean NewVision Systems Corporation.

ARTICLE 2. GRANT OF RIGHTS

2.1 Additional Licenses. During the initial term and all option to renew years, should the County wish to purchase additional software licenses from Licensor, the price for the additional software licenses shall be in accordance with Price Schedule, Appendix B. Additional software licenses purchased under this agreement shall be governed by the terms of this Agreement.

ARTICLE 3. AGREEMENT TERM

3.1 The Agreement shall become effective on the date it is signed by both the County and the licensor. If not signed by both parties on the same date the effective date of the agreement will be on the date that the second party has signed and shall be for the duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two five year periods.

3.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

3.3 Notification. The County will notify the Licensor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners.

ARTICLE 4. SUPPORT AND MAINTENANCE SERVICES

Support and maintenance services shall be provided in accordance with the terms of Appendix A, Scope of Services.

ARTICLE 5. SOFTWARE MODIFICATIONS

5.1 Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement. NewVision shall not be required to provide optional functional enhancements, for which a charge may apply; such charges shall be in accordance with the provisions of the Appendix B, Price Schedule.

5.2 Enhancements or Modifications. Enhancement means any standard modifications or additions that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. NewVision may designate Enhancements as standard



or major, depending on its assessment of their value and of the functionality added to the Software and may charge a fee for those enhancements that are outside the scope of this Agreement.

5.3 Modifications or Customizations. The Licensor will offer the County software modifications or customizations for specific in-house requirements at the rates set forth in Price Schedule, Appendix B

5.4 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Licensor.

ARTICLE 6. STATEMENT OF WORK

In the event that the County desires to amend the scope of work to add additional scope of work, the parties may mutually agree to execute a Statement Of Work (SOW) that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement and shall follow the rates set forth in Price Schedule, Appendix B. No SOW shall be binding unless in writing executed by both parties.

ARTICLE 7. MAINTENANCE, SUPPORT, LICENSE FEE, AND PAYMENT

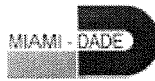
7.1 Maintenance and Support Fee. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Licensor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Licensor. All Services undertaken by the Licensor or before County's approval of this Agreement shall be at the Licensor's risk and expense.

7.2 Additional License Fee. In the event that the County decides to purchase additional licenses, the fee from such additional licenses is included in Price Schedule, Appendix B.

7.3 Travel. With respect to travel costs and travel related expenses, the Licensor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

7.4 Fixed Pricing. The prices for the Covered Maintenance Services will be the fee set forth in Appendix B attached hereto. Prices set forth in this Agreement shall remain firm and fixed for the first five (5) years of the Agreement unless during such initial five-year period or any portion thereof the consumer price index for the Southeastern United States increases by more than five percent (5%). In such event NewVision may increase the fees for Covered Maintenance Services by up to five percent (5%) annually but in no event may such cumulative increases exceed ten percent (10%) during the initial five-year term. Thereafter, on each anniversary of the commencement date NewVision shall have the right to increase the fee for Covered Maintenance Services by five percent (5%) annually. The Contractor, at its sole option, may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

7.5 Invoices. All invoices issued by the Licensor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from



receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
Property Appraisal Department
111 NW 1st Street,
Suite 710
Miami, FL 33128

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

7.6 Notwithstanding any statement to the contrary contained herein, NewVision may terminate this Agreement or defer services hereunder, in the event the Department fails to pay for annual maintenance services in accordance with Section 7.5 invoices above.

ARTICLE 8. PROTECTION OF SOFTWARE

8.1 Proprietary Information. The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

8.2 Proprietary Rights. NewVision shall have sole right, title, and interest in and to the Software and all documentation relating to the Software (including its development or its operation, testing or use, and all reports and copies created), and all intellectual property rights associated with the Software (including, without limitation, rights to copyrights, patents, trade secrets, and know-how).

8.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

8.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Licensor's proprietary rights therein.

ARTICLE 9. CONFIDENTIALITY

9.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.



9.2 In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County unless, and in such event to the extent, ordered to do so by a court of competent jurisdiction.

9.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

9.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

9.5 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 10. WARRANTIES

10.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

10.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in the Change Requests.

10.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

10.4 "Notwithstanding any statement to the contrary contained in this Agreement". Except in the event of NewVision's gross negligence or willful misconduct, NewVision shall not be liable for any loss or damage caused by or arising out of any delay in furnishing the Covered Maintenance Services or other performance hereunder. NEWVISION SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NewVision shall not be liable for personal injury or property damage except for personal injury or property damage caused by the gross negligence or willful misconduct of NewVision.

10.5 "Notwithstanding any statement to the contrary contained in this Agreement". The County acknowledges that service may be interrupted during the provision of services under this Agreement. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, NEWVISION DOES NOT WARRANT THAT THE OPERATION OR USE OF ANY



LICENSED SOFTWARE, HARDWARE, MATERIALS, SUPPLIES, MEDIA OR OTHER PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

ARTICLE 11. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

The performance of services under this Agreement may be terminated and this Agreement may be terminated by the County at their election:

- A. If NewVision materially breaches this Agreement. To terminate this Agreement for material breach, the County shall give NewVision written notice of the breach that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, NewVision will have thirty (30) days to cure the breach to the reasonable satisfaction of the County. However, if the event or condition giving rise to the right of termination is not cured to the reasonable satisfaction of the County within that period, this Agreement will automatically be deemed terminated upon written notice thereof by the County to NewVision;
- B. Upon the filing by or against NewVision of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors.

ARTICLE 12. INDEMNIFICATION AND INSURANCE

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Provider shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$250,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:



The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Provider of his liability and obligation under this section or under any other section of this agreement.

**Department of Procurement Management
Technical Services Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989**

Licensor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Licensor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies Licensor in writing of any claim, and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Software (ii) modify or replace the Software to make it noninfringing, or (iii) refund the fees paid, upon return of the Software. Licensor shall have no liability regarding any claim arising out of: (i) use of the Software in combination with non-County software, data or equipment if the infringement was caused by such use or combination, (ii) any modification or derivation of the Software not specifically authorized in writing by the Licensor or (iii) use of third party software.

ARTICLE 13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) To the County Project Manager:**

Miami-Dade County
Property Appraisal Department
1851 NW 10TH Ave.
Miami, FL 33136

Attention: Lazaro Solis
Phone: (305) 375-4004
Fax: (305) 375-3024
E-Mail: solisl@miamidade.gov

and,

to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Leida Altman Carrillo
Phone: (305) 375-1084
Fax: (305) 375-5688
E-Mail: lcarril@miamidade.gov

(2) To the Licensor

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

Attention: Ronald R. Watkins, President
Phone: (203) 323-4623 X210
Fax: (203) 594-7024
E-mail: ronw@newvisionsystems.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. NONASSIGNABILITY

Licensor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 15. INSPECTOR GENERAL REVIEWS

15.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County reasonably deems it appropriate to do so. Upon written



notice from the County, the Licenser shall make available to the IPSIG retained by the County, all reasonably requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licenser's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licenser, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licenser in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licenser or any third party.

15.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Licenser. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

15.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Agreement at the time of award

15.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licenser, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

a) Upon written notice to the Licenser from the Inspector General or IPSIG retained by the Inspector General, the Licenser shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licenser's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all

project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 16. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, venue shall be in Miami-Dade County.

ARTICLE 17. COUNTY USER ACCESS PROGRAM (UAP)

17.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

17.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary. The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

17.3 Licensor Compliance. If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

ARTICLE 18. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated



and budgeted. Service/Maintenance can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year in the event that the county terminates this Agreement as a result of a failure by the Board of County Commissioners to appropriate sufficient funds to cover this Agreement.

ARTICLE 19. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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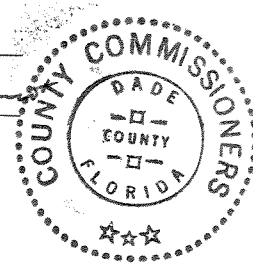
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

NewVision Systems Corporation

By: [Signature]
 Name: ROBERT R. WATKINS
 Title: PRESIDENT
 Date: 2/12/09
 Attest: [Signature]
 Corporate Secretary

MIAMI-DADE COUNTY

By: [Signature] for George H. Burgess
 Name: Miriam Singer
 Title: DPM Director
 Date: 2/12/09
 Attest: [Signature]
 Clerk of the Board



Approved as to form
and legal sufficiency

[Signature]
 Assistant County Attorney

*State of Florida
 County of Dade
 Sworn as subscribed before
 me this 12th day of Feb,
 2009 by Thomas R. Watkins
 who produced Dr license
 #173296586 State of
 Connecticut*

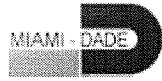
[Signature]

NOTARY PUBLIC-STATE OF FLORIDA
 Selim Diaz
 Commission #DD574597
 Expires: AUG. 26, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.

APPENDIX A

Scope of Services

Maintenance and Support for
County Property Appraisal Interface to County
Recorders Imaging System (CRIS).



Appendix A

Scope of Services

County Property Appraisal Interface to County Recording Integrated System (CRIS).

1. DEFINITIONS

The following capitalized terms shall have the following meanings when used in this Agreement:

- a. **"Approved Change Request"** means a written agreement executed by both the Department and NewVision which provides for NewVision to develop changes to any of the Licensed Software.
- b. **"Commencement Date"** means the date on which this Agreement is executed by both parties.
- c. **"Coverage Hours"** means the hours of 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, exclusive of County holidays.
- d. **"Covered Maintenance Services"** has the meaning ascribed to such term in this Appendix A.
- e. **"Critical Defect"** means a Defect that results in non-performance of the Licensed Software and renders the Department unable to effectively perform its functions with respect to electronically interfacing with the official records maintained by the Clerk.
- f. **"Defect"** means, with respect to the Licensed Software or any component thereof, a deviation between the Licensed Software and the Total Specification.
- g. **"Delivery Address"** means the location in which the Licensed Software is installed at the Department's address set forth in the introductory paragraph of this Agreement.
- h. **"Developer"** has the meaning ascribed to such term in Section 3 of this Agreement.
- i. **"Equipment"** means the Department's computing environment in which the Licensed Software shall operate, including the computer hardware and related equipment supplied by the Department.
- j. **"Future Software Addition"** means any software application, other than the Licensed Software, developed by and or licensed to the Department by NewVision after the date of this Agreement.
- k. **"Hardware Servicer"** means a hardware maintenance vendor of the Department's choice.
- l. **"Licensed Software" or "Software"** means programs and related documentation for the Licensor proprietary/developed software for County Property Appraisal Interface to County Recording Imaging System (CRIS) provided pursuant to that certain Change Request dated May 16, 2003, that certain Change Request dated March 8, 2004 and that certain Change Request dated March 5, 2007 (collectively, the "Change Requests"). Currently the County is licensed for 20 concurrent users.
- m. **"New Release"** means any new edition of any of the Licensed Software which does not include additional optional functional enhancements for which a charge may apply.
- n. **"System Administrator"** means a qualified Department employee designated by the Department to be responsible for coordinating Covered Maintenance Services with NewVision and assisting NewVision in the execution of NewVision's responsibilities under this Agreement.
- o. **"Telephone Support"** means providing general information and diagnostic advice and assistance concerning the use and operation of the Licensed Software via telephone.
- p. **"Third Party Software"** means any software developed by a party other than NewVision.
- q. **"Total Specification"** means with respect to the Licensed Software, the detailed functional and technical specifications set forth or provided for in the Change Requests.



- r. **“VPN Support”** means providing diagnostic advice and assistance concerning the use and operation of the Licensed Software via a virtual private network connection to the Equipment.

2. MAINTENANCE; COVERED SOFTWARE

During the Coverage Hours NewVision shall maintain the Licensed Software so that it operates in conformity with the Total Specification and shall correct all Defects in the Licensed Software. In addition, NewVision shall from time to time (a) provide to the Department all New Releases, if any, in the appropriate quantities provided for in the Change Requests, which the Department may substitute for any prior release and (b) obtain, at the Department's expense, all new releases for the Third Party Software (to be charged at the rate set by the licensor of such Third Party Software). Such services are herein collectively referred to as the **“Covered Maintenance Services”**. Where feasible, NewVision shall provide the Covered Maintenance Services via Telephone Support and/or VPN Support.

In the event that the County wishes to obtain software maintenance pursuant to this Agreement with respect to any Future Software Addition, the County and NewVision shall execute an addendum to this Agreement and upon execution of such Addendum by both the County and NewVision, such Future Software Addition shall be included in the Licensed Software covered by this Agreement pursuant to the terms of this Agreement and such Addendum.

3. ERROR RESOLUTION SERVICES

- a. General. In the event of any Defect, the Department shall cause the System Administrator to promptly notify NewVision of such Defect, and NewVision's representative, working with the System Administrator, will attempt to determine the cause of such Defect and provide a plan for resolution as follows:
- (i) County shall promptly make available to NewVision all information and data that NewVision reasonably may request in order to reproduce operating conditions similar to those present when the Defect was discovered.
 - (ii) If NewVision believes the problem to be caused by the Equipment, the County shall dispatch the Hardware Servicer to resolve the problem, and NewVision shall provide any necessary assistance to the Hardware Servicer. In any event, if NewVision and the System Administrator agree that on-site assistance from the Hardware Servicer will speed problem determination and/or resolution, the County will dispatch the Hardware Servicer to provide such assistance.
 - (iii) If NewVision believes the problem to be caused by the Licensed Software or is unsure of the cause of the problem, NewVision will work with the System Administrator to implement VPN Support. If NewVision is unable to determine the cause of the Defect through VPN Support or with the assistance of the Hardware Servicer, NewVision may dispatch a NewVision representative to the Delivery Address to fix the problem at no additional cost to the County.
 - (iv) If NewVision believes the problem to be caused by the Third Party Software, the County shall provide access to certain equipment within the system by a representative of the particular software company responsible for developing and/or supporting such software (**“Developer”**). The County understands that Developer will be operating from a remote site not under NewVision's control or supervision and that NewVision is not responsible for the actions of Developer.



- (v) If NewVision and the System Administrator agree that a temporary fix to the Licensed Software is feasible and necessary to keep the system running, then NewVision will cause the fix to be implemented.
- (vi) If the System Administrator and NewVision mutually determine that a program change is necessary to fix a problem in the Licensed Software, NewVision will develop the code necessary to implement the change within a reasonable time, test the change, and provide change code.
- (vii) If the System Administrator and NewVision determine that a program change is necessary to fix a problem with any Third Party Software supplied by NewVision, NewVision will coordinate with the Developer to develop the code necessary to implement the change within a reasonable time, test the change, and provide change code at no additional cost to the County.
- b. Response Times. (i) Critical Defect. In the event of a Critical Defect, NewVision will use reasonable efforts to respond to the County's notice of such Critical Defect within one (1) Coverage Hour and to commence service within two (2) Coverage Hours. NewVision will make a reasonable effort to fix or repair the Critical Defect within twenty-four (24) hours of the notice of such Defect from the County, but NewVision cannot guarantee a fix within that time period. NewVision will provide continuous support, regardless of Coverage Hours, for any severe failure of the Licensed Software involving the server; provided, however, that NewVision may, at its option bill for, and the County shall promptly pay for, such continuous support if such failure is the result of actions other than those of NewVision or its authorized service representatives.
- (ii) Non-Critical Defect. In the event of any Defect other than a Critical Defect, the County, through the System Administrator, and NewVision will mutually determine whether such Defect needs to be corrected promptly or can be corrected on a modified next-release basis. If the System Administrator and NewVision agree that such Defect is of such severity that it must be corrected immediately, then within four (4) Coverage Hours, NewVision will furnish complete off-site Telephone Support in an effort to correct the Defect, and NewVision will use reasonable efforts to correct the Non-critical Defect in a reasonable period of time.
- c. Exclusions (i) All maintenance service obligations of NewVision are contingent upon the proper use of the Licensed Software and the Equipment, including, without limitation, continuous operation in an environment and with electrical power that meets manufacturers' specifications for the Equipment. NewVision shall have no obligation to furnish Covered Maintenance Services if any of the Licensed Software or the Equipment has been modified, disassembled, or restructured to deviate from the configuration or specifications provided for in the Change Requests, if the Licensed Software has been modified, installed and/or updated by anyone other than NewVision or NewVision's authorized representative, or if the Equipment has been serviced or updated by other than an authorized service provider or qualified County employee. In addition, NewVision shall have no obligation to provide Covered Maintenance Services or otherwise repair the Licensed Software if the Licensed Software or the Equipment is damaged by (1) nuclear radiation or radioactive material, (2) accident or misuse by the County or if such damage arises from actions of third persons not within NewVision's control, (3) causes external to the Licensed Software or Equipment, such as electrical power fluctuations and failures, (4) floods, wind and electrical storms and other acts of God, or (5) damages caused by radiation (R.F. microwave, ultraviolet, etc.).



- (ii) This Agreement does not cover damage to optical or magnetic media requiring work effort associated with copying, reconstructing or restructuring of any files which may have been lost due to Licensed Software or component failure. In the event that the County suffers such a loss of files, NewVision will provide technical assistance and guidance to the County, or if the County desires that NewVision perform the functions required, the County agrees to pay NewVision for such service at NewVision's hourly rates as set forth in Appendix B.
- (iii) Accessories and expendable supplies necessary to operate the Licensed Software, including, without limitation, magnetic tape, cards, optical disks, disk packs and paper, are not supplied under this Agreement.
- (iii) In the event that any Licensed Software is removed from the Delivery Address without NewVision's written approval, such Licensed Software shall be excluded from the terms of this Agreement beginning on the date of its removal.
- d. NewVision Incident Tracking System. The County and NewVision shall endeavor to track information concerning maintenance calls on the NewVision Incident Tracking System described the attachment to this Appendix A (the "Incident Tracking System") in accordance with the procedure set forth. In the event of a Critical Defect, the System Administrator shall initially communicate the related issues via telephone to NewVision, and the System Administrator and NewVision shall cooperate in recording the related incident in the Incident Tracking System. In the event of any Defect other than a Critical Defect, the System Administrator shall initially report the Defect to NewVision via entry in the Incident Tracking System. The County shall enter into the Incident Tracking System all information and data that may reasonably be required by NewVision to diagnose and resolve the Defect.

4. COUNTY RESPONSIBILITIES

- a. Throughout the term of this Agreement the County shall provide NewVision with electronic access to a mutually agreed upon workstation (the County understands that without such access, NewVision may not be able to efficiently repair the Licensed Software in the event the Licensed Software experiences an operational failure) so that NewVision may provide VPN Support. If VPN Support is denied and, as a result, NewVision is required to travel to the Delivery Address to perform Covered Maintenance Services, NewVision will bill for and the County will promptly pay for NewVision's time, including travel time, at NewVision's hourly rates, plus travel expenses.
- b. This Agreement does not cover maintenance for the Hardware Equipment. The County shall separately obtain such maintenance at the County's expense from a Hardware Servicer. Any and all costs associated with the Hardware Servicer will be the responsibility of the County, even if the Hardware Servicer is called upon to assist with a problem that is caused by the Licensed Software.
- c. The County shall ensure that the System Administrator is trained in the current database for each system, Microsoft Windows, and TCP/IP Local Area Network connectivity and is familiar with the Licensed Software, and the County shall provide NewVision with reasonable access to the System Administrator for the purposes described in this Agreement.



NewVision Systems Incident Tracking System Instruction Manual

support.newvisionsystems.com



Overview

NewVision is instituting Incident Tracking System (ITS) software to assist in the tracking and timely resolution of customer issues (incidents). There are 2 projects at this time: the Customer Incident project and the customer info project.

Customer Incident project

The Customer Incident project is to be used to create, track and report on incidents that are technical in nature. Each incident is assigned an incident number and is assigned to a NewVision employee as soon as the incident is created. A typical incident may include technical issues regarding NewVision software, Database issues or Hardware that has been supplied by NewVision Systems.

Customer Info project

The Customer Info project is to be used to create, track and report on incidents that are non-technical in nature. Each incident is assigned an incident number and NewVision contact as soon as the incident is created. Typical uses for the Customer Info project include, change orders as well as general business questions regarding NewVision Systems Corp. General "How to" issues can be sent to Customer Info as well.

Incident

An incident is the generation of a record in the Incident Tracking System. A customer or NewVision employee can create an incident directly into the system by linking to support.newvisionsystem.com. A detailed description of the fields that comprise an incident in the Customer Incident or Customer Info projects is covered in a later section of this manual.

Agents

An Agent is a NewVision employee. An agent is to whom the incident is assigned. Each *user* logs into the system under their login.

Customer

A customer is an organization that NewVision has provided software or system services to. There is a login and password created for each project based on the customer. All users for that project share this login.

User

A user is an employee of a NewVision customer. A user is provided a shared customer login and password for each project they are authorized to access. A user must also key in their email address when requested. Only an existing user email address can gain access to the system. A manager at each location has provided a list of authorized users prior to release of the software to each customer.

Reports

Presently, two reports have been generated and are available for each customer and user. One report lists all open incidents for the customer. The 2nd report lists all incidents, opened or closed for each customer. Each user can generate ad-hoc reports. The results can be saved and/or printed.

Incident Submission Examples

To better understand the process, here are 2 examples of incident generation and completion.

Customer Generated Incident

This is a case where a customer creates an issue directly, without NV intervention.

1. Customer logs into ITS with their customer name and password, also providing their email address.
2. Selects the "Submit Request" button
3. Creates Incident filling in all mandatory fields.
4. Receives an Incident Tracking Number
5. Logs out of the ITS.
6. Once created the incident is automatically assigned to a NewVision employee.
7. A confirmation email is sent by the system to the user.
8. NewVision employee reviews and contacts the user via email or phone.
9. Ongoing communications between the assignee and the user is done via normal methods, email, phone etc. not via the ITS.
10. NewVision employee eventually resolves and closes incident.

NV Employee Generated Incident

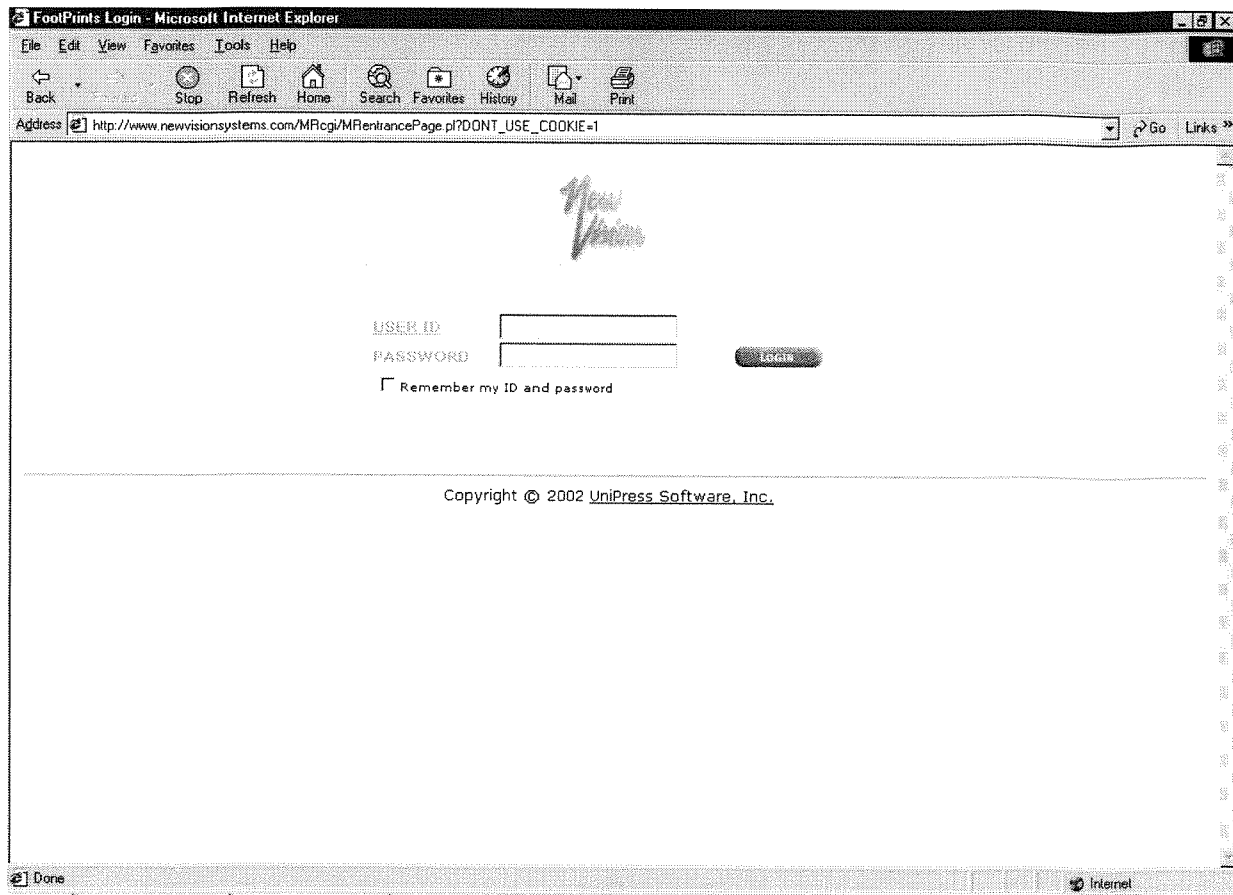
This is where a NewVision employee has discussed an issue with a user and creates an incident in the ITS for proper tracking and management. He/She will track this incident to completion

1. NV employee logs into the system using their Agent login and password.
2. Creates a new incident – assigning themselves as the Incident Owners and Assignee.
3. Sends a confirming email through the ITS to the end user.
4. Tracks and eventually closes the incident.
5. Logs out of the Help Desk System

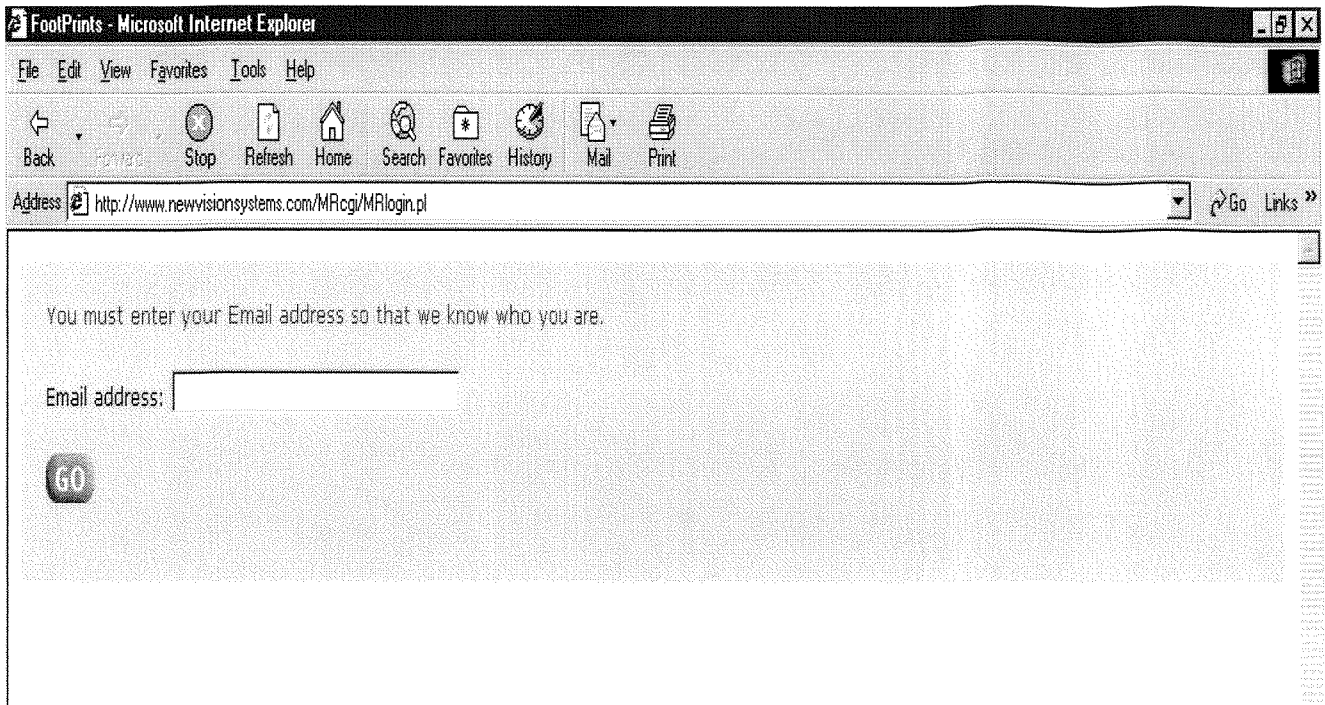
Access website www.newvisionsystems.com

Login

Login with the customer login and password

A screenshot of a web browser window titled "FoolPrints Login - Microsoft Internet Explorer". The address bar shows the URL "http://www.newvisionsystems.com/MRcgi/MRentrancePage.pl?DDONT_USE_COOKIE=1". The page content includes a logo for "New Visions" at the top center. Below the logo are two input fields labeled "USER ID" and "PASSWORD". To the right of these fields is a "Login" button. Below the input fields is a checkbox labeled "Remember my ID and password". At the bottom of the page, there is a copyright notice: "Copyright © 2002 UniPress Software, Inc.". The browser's status bar at the bottom shows "Done" and "Internet".




The 2nd screen that appears requires a valid email address



FootPrints - Microsoft Internet Explorer


File Edit View Favorites Tools Help

Back Forward Stop Refresh Home Search Favorites History Mail Print

Address  http://www.newvisionsystems.com/MRcgi/MRlogin.pl  Go  Links

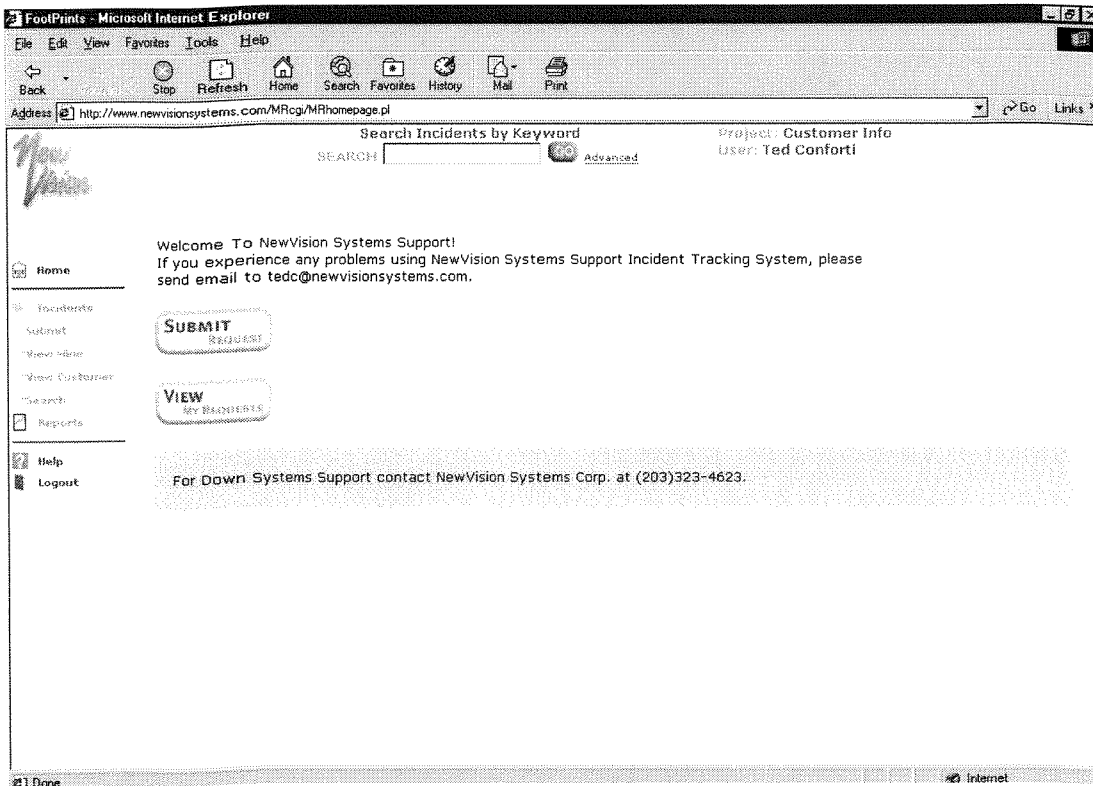
You must enter your Email address so that we know who you are.

Email address:

 GO

User Home Page

The user homepage allows a user to submit a new incident, view their own incidents or view the customer incidents. Viewing the customer incidents prior to submitting an incident minimizes the chance that another user has already created an incident with the same topic.



Toolbar

There are 3 user sections on the toolbar.

Home

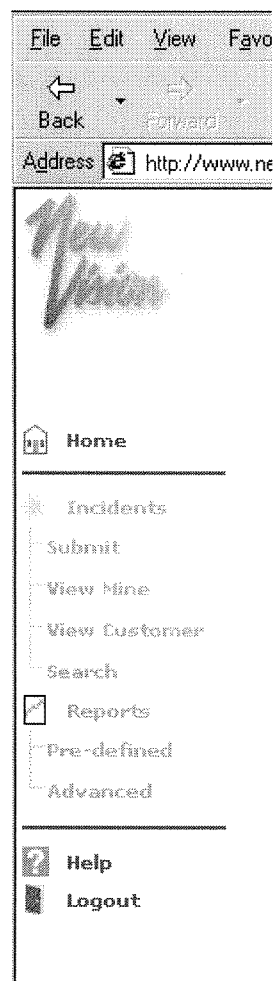
Homepage

Incidents

Where you can submit new incidents, view a user's outstanding incidents or view the customer's (organization's) outstanding incidents.

Reports

A user can select a predefined report of which there are 2 – company open incidents and company all incidents (which includes those incident that have been closed). An ad-hoc (advanced) report process is available to users who wish to create their own reports. Users can save the results of any report but not the criteria of an ad-hoc report.





View Mine/View Customer

Once "view mine" or "view customer" has been selected from the toolbar a user will see a list of incidents sorted by incident number (descending). Some of the information on screen includes, First Name, Last Name, Last Edited On, Title of incident, Description, Status and Module Name.

| Incident # | First Name | Last Name | Last Edited On | Title | Description | Status | Application Module Name |
|------------|------------|-----------|----------------|--|---|--------|-------------------------|
| 155 | Carol | Fogelson | 04/04/2003 | OR Admin System Values for OR Index | Sorry Ted, But I need some answers and wasn't sure whether this one w... | Closed | Administration |
| 143 | Carol | Fogelson | 03/31/2003 | Changing page numbers in a document | JT - Will duplicate and Advise action | Open | Recording/Cashier |
| 140 | Carol | Fogelson | 03/25/2003 | Insufficient memory for reports | -----Original Message----- From: Butcher, Michael ... | Open | Reports |
| 140 | Carol | Fogelson | 03/31/2003 | Common Party Table nearly soft | We need to be able to sort on name column or code column... | Open | Index |
| 140 | Carol | Fogelson | 03/26/2003 | SL - Phantom Document in indexing | I don't know how or why, but we seem to once again created/maintained/mess... | Closed | Index |
| 142 | Carol | Fogelson | 03/26/2003 | Move data from production to test database | I think we need some help to copy some of our existing tables from th... | Closed | N/A |
| 141 | Carol | Fogelson | 03/31/2003 | Searching Mine | CX 3/31 - I have seen the problem in public view, but there is no ... | Closed | Index |
| 140 | Carol | Fogelson | 03/31/2003 | Differences between Cash only and in collections | Carol Kesmodel will be out of the office until 3/24/03. | Closed | Administration |
| 139 | Carol | Fogelson | 03/18/2003 | Ability to Print Bad Check List | In the Recording/Cashiering Module, under options,... | Open | Recording/Cashier |
| 136 | Carol | Fogelson | 03/26/2003 | Orange County File - Removal of a Document Type | I know we can't go in and delete a document type from the OR Admin modul... | Closed | Administration |
| 129 | Carol | Fogelson | 03/17/2003 | Doc type search for PLAT | If you do doc type search on the redhat box for PLATS with a 90 day... | Open | Web |
| 111 | Carol | Fogelson | 02/27/2003 | Correction Codes instead of Correction Codes | Corrected in ver 02/05/03 and added to release notes in application | Closed | Administration |

Column Sorting

The heading for each column is "sort activated". Meaning that a user can select any column heading which is underlined as the primary sorting order. The only column a user cannot sort by is "Description".

| <u>Incident #</u> | <u>First Name</u> | <u>Last Name</u> | <u>Last Edited On</u> | <u>Title</u> | <u>Description</u> | <u>Status</u> | <u>Application Module Name</u> |
|-------------------|-------------------|------------------|-----------------------|--------------|--------------------|---------------|--------------------------------|
|-------------------|-------------------|------------------|-----------------------|--------------|--------------------|---------------|--------------------------------|

Viewing Preference

A user also has the ability to view all incidents, only active incidents or only closed incidents by selecting the appropriate link at the top of the list.

Incidents.

REQUESTS

All

Active

Closed

Details Screen

A user can select the topic of an incident to view the details of that incident.



Search Incidents by Keyword
SEARCH  Advanced

Project: Customer Incidents
User: Carol Foglesong

Home

Incidents

Feedback

Survey Center

View Customers

Search

Reports

Help

Logout

Detail View

Incident 146: Common Party Table needs sort

Priority: Very High
Status: Open
Submitted by: carol.foglesong@occmpt.com

Description

Entered on 03/19/2003 at 16:34:23 by carol.foglesong@occmpt.com:
We need to be able to sort on name column or code column.

<<Common Party Table sort.doc>>

Address Book Data:

Last Name: Foglesong First Name: Carol
Email address: carol.foglesong@occmpt.com Customer: Orange County FL

Project Field Data:

Product Type: Official Records Type of Problem: NV Software - Non Critical Issue
Application Module Name: Index Software Version: ?

Attached Files:

| Filename | Size | Date |
|-------------------------|-------|-----------------|
| CommonPartyTablesor.doc | 60 KB | Mar 19 17:34:00 |

[Download](#)



Reports – Pre Defined

There are 2 pre-defined reports.

All Incidents Report

This report includes all open and closed incidents for a customer,

Open Incidents Report

This report includes only open incidents for a customer.

The results of each report can be saved and/or printed.

All Incidents Report - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Stop Refresh Home Search Favorites History Mail Print

All Incidents Report

This report contains data from 25 incidents.

| Date Submitted | Title | Description | Incident Number | Status | Last Edit Date |
|----------------|--|---|-----------------|--------|----------------|
| 01/03/2003 | Ithaca Printer - Compressed print when printing more than 5 documents on a receipt | Entered on 01/03/2003 at 10:52:30 by administrator: Description of Defect Using the Ithaca Validator, and printing a receipt of at least 6 documents in a transaction, in between the end of the 5th document and the beginning of the 6th document details, the lines compress on top of each other. It tends to happen about every 8.5 - 9 inches of text imprinting. Thus on a 20 document receipt, it happens 3 times. Description of Impact on System or Severity of Defect Impact on system is small/minor; but it is irritating and some customers have begun to ask what is on the compressed lines. A sample of a receipt is being faxed along with this description. | 15 | Open | 03/31/2003 |
| 01/29/2003 | Print button missing from new recording module | Entered on 01/29/2003 at 09:55:24 by Techservices: In the new version of the recording module - the print button is missing. See attachment (screenshots) | 67 | Closed | 02/27/2003 |
| 01/31/2003 | Index Next Delays - Orange FL | Entered on 01/31/2003 at 16:59:05 by Tedcs: Created two new indexes on the WIP table. One on ID and one on FOLDER_ID. Ran update statistics on the table and its indexes. The users report that the process is working faster, no delay between F12 and the next task. Entered on 01/31/2003 at 08:32:59 by carol.foglesong@occmpt.com: Trying again with the missing s before the ti > -----Original Message----- > From: Foglesong, Carol > Sent: Friday, January 31, 2003 8:30 AM > To: 'support@newversionstems.com' > Subject: Index Next Delays - Orange FL > > Folks -- We are running into a problem for our indexers. > (indexing module > version date = 11/21/02) > > As long as they are on a given receipt, the speed with which the next > document appears for indexing is quick. > > However, when they are waiting for the next available receipt, the delays > are getting to them. We used a stop watch yesterday, when there were only > 9 folks trying to index. The delays encountered ranged from 52.41 seconds > to 7.94 seconds; with a 10 stopwatch average of 17.53 seconds. Trust me > when I say that indexers aren't happy waiting for the next document! And > imagine what happens when we have 15 folks indexing all at once. > > Any suggestions for improving speed? > > | 71 | Closed | 01/31/2003 |



Reports – Advanced

The NewVision ITS also provides the ability for users to generate reports based on their own criteria. Although the report results can be saved and printed, the report criteria cannot.

FootPrints - Microsoft Internet Explorer

Address http://www.newvisionsystems.com/MRCg/MRhomepage.pl

Search incidents by keyword

Project: Customer Incidents
User: Carol Fogelson

Create a New Report From Customer Incidents

Specify the Format of the Report

Use this section of the report page to specify the layout of your report.

Title:
Enter a title for the report.

Style:
Choose a style for the report.

- ☐ Scaled
- ☒ Wrapped
- ☐ Summary
- ☐ Text File

Fields Displayed:

| Type of Field | Fields | Actions | Selected Fields |
|--|--------------------|--------------|-----------------|
| <input checked="" type="radio"/> Footprints Fields | Last Edit Date | Add Field → | Incident Number |
| <input type="radio"/> Project Fields | Description | Line Break → | Priority |
| | Date Submitted | | Status |
| | Time Submitted | | Title |
| | Incident Number | | Last Edit Date |
| | Submitter's UserID | | Date Submitted |
| | Priority | Change Order | |
| | Status | | |
| | Last Edit Time | Delete | |
| | Title | Reset | |

Descriptions included:


Submit an Incident.

There are a number of mandatory fields which must be keyed or selected when submitting an incident. Each field is described below:

Submit a new Incident


To submit a new request, fill out the form below and click the "Go" button.

** Mandatory fields are highlighted and preceded by an asterisk.

*Subject: 

*Priority:

YOUR CONTACT INFORMATION

☐ Update your contact information 

*Last Name: *First Name: *Email address:


*Customer:

ADDITIONAL INFORMATION


*Product Type: *Type of Problem: *Application Module Name:

*Software Version: Error Number:

*DESCRIPTION:



ATTACHMENTS Last Attachment:



Incident Field Descriptions

Subject Section

*Subject: 

*Priority:

Subject

The subject field is a mandatory field. It should contain a concise description of the problem.

Priority

There are 2 priority levels:

High - Priority 2 (Default)

Very High - Priority 3

ABC check

Allows a user to spell check their entry.

Contact Information

Contact Information fields are automatically populated based on the user's login information. A contact is a user responsible for the resolution of this incident. A user can update their First and Last Name by selecting the "update" checkbox. The Email address and Customer name cannot be modified.

YOUR CONTACT INFORMATION

☐ Update your contact information 

*Last Name:

*First Name:

*Email address:

*Customer:

Project Fields – Customer Incidents Project

Most of the Project Field's are mandatory.

ADDITIONAL INFORMATION

| | | |
|--|---|---|
| *Product Type: <input type="text" value="Make a Selection"/> | *Type of Problem: <input type="text" value="Make a Selection"/> | *Application Module Name: <input type="text" value="Make a Selection"/> |
| *Software Version: <input type="text"/> | Error Number: <input type="text"/> | |

Product Type

The product type field describes the type of NewVision software being run. Some of the choices are:

- Official Records
- Courts –County Civil
- Licensing Application
- Vital Records

Type of Problem

The field “Type of Problem” lists common problem areas such as:

- NV software
- Database
- Non NV software
- System

Application Module Name

This field will determine to whom the incident will be assigned.

This mandatory field lists the application names associated to a product such as:

- Recording/Cashier
- Administration
- Case Management
- Kiosk

Software Version

The Software Version field is a mandatory field. The user can get the application version number on the log in screen of any NewVision application.

Error Message

Error Message field is not a mandatory field. However, it should be filled-in at every opportunity. This will assist greatly in the understanding and the potential quick resolution to the incident.

Project Fields – Customer Info Project

Most of the Project Field's are mandatory.

ADDITIONAL INFORMATION

| | | |
|--|---|---|
| *Product Type: <input type="text" value="Make a Selection"/> | *Type of Problem: <input type="text" value="Make a Selection"/> | *Application Module Name: <input type="text" value="Make a Selection"/> |
| *Software Version: <input type="text"/> | Error Number: <input type="text"/> | |

Incident Type

The incident type field describes the type of topic the user would like information on. **This field will determine to whom the incident will be assigned.**

Some of the choices are:

- Change Order
- Company Business
- Sales
- "How To" questions

Product Type

The product type field describes the type of NewVision software being run. Some of the choices are:

- Official Records
- Courts –County Civil
- Licensing Application
- Vital Records

Type of Problem

The field "Type of Problem" lists common problem areas such as:

- NV software
- Database
- Non NV software
- System

Application Module Name

This mandatory field lists the application names associated to a product such as:

- Recording/Cashier
- Administration
- Case Management
- Kiosk

Software Version

The Software Version field (if applicable) is an optional field in the Info project. The user can get the application version number on the log in screen of any NewVision application.

Project Fields continued.



*DESCRIPTION:

A large, empty rectangular text area for entering the incident description. It has a thin black border and a small "X" icon in the bottom right corner.

ATTACHMENTS

ATTACH FILE

Last Attachment:

[No files currently attached]

Description

Description is a mandatory field where the description of the incident is created.

ABC check

Allows a user to spell check their entry.

Attachments

When creating an incident the user may add files by selecting the attachment button. The files will be listed in the "List of Attachments" field.

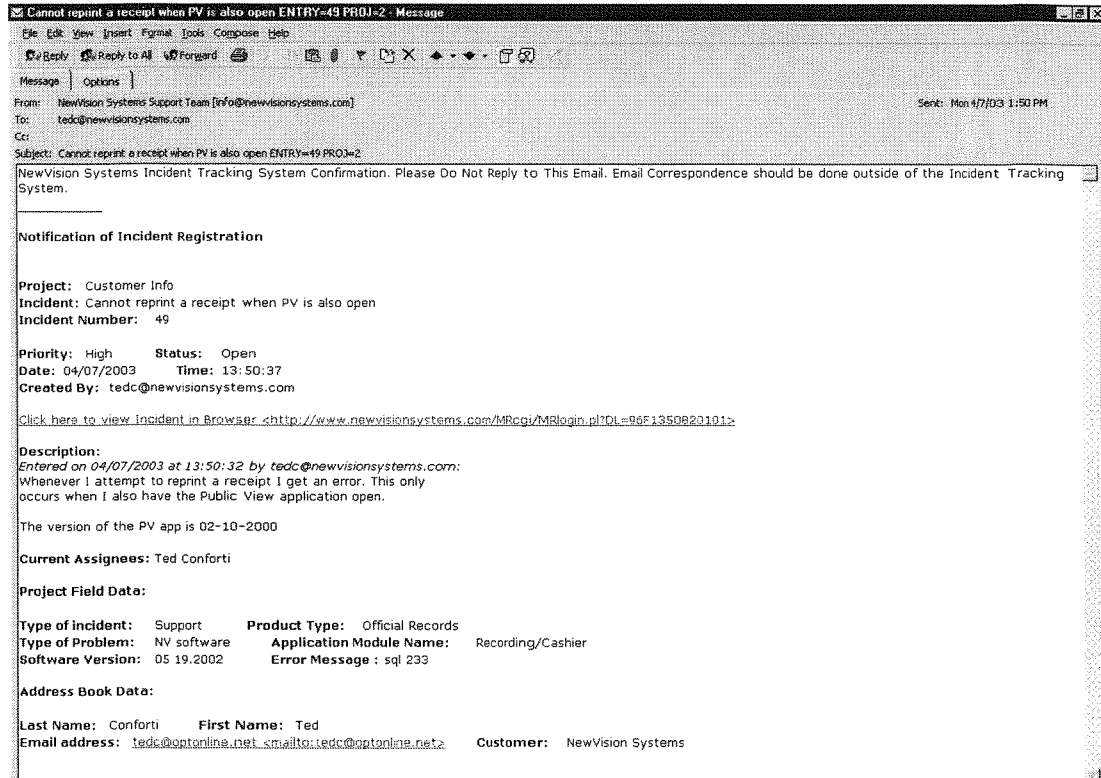
Confirmation Email

Once an incident has been created an email will be sent to the user confirming that the incident has been inserted into the system.



Below is a sample confirmation email.

Users should never reply to this type of email





APPENDIX B

Price Schedule



APPENDIX B PRICE SCHEDULE

As per the terms of this agreement, all prices pertaining to NewVision Maintenance & Support Services shall be in accordance with the following price schedule:

INITIAL CONTRACT TERM

Maintenance and Technical Support Service Fees for the County NewVision Property Appraisal Interface Software

| Year | Maintenance Support Service Fees |
|----------------------------------|----------------------------------|
| 1 | \$10,150 |
| 2 | \$10,150 |
| 3 | \$10,150 |
| 4 | \$10,150 |
| 5 | \$10,150 |
| Grand Total Initial Term: | \$50,750 |

OPTIONAL YEARS TO RENEW

Maintenance and Technical Support Service Fees for the County NewVision Property Appraisal Interface Software

| Year | Maintenance Support Service Fees |
|--------------------|----------------------------------|
| 1 | \$10,150 |
| 2 | \$10,150 |
| 3 | \$10,150 |
| 4 | \$10,150 |
| 5 | \$10,150 |
| OTR 1 Total | \$50,750 |

| Year | Maintenance Support Service Fees |
|--------------------|----------------------------------|
| 6 | \$10,150 |
| 7 | \$10,150 |
| 8 | \$10,150 |
| 9 | \$10,150 |
| 10 | \$10,150 |
| OTR 2 Total | \$50,750 |



Throughout the term of the contract should the County wish to purchase additional concurrent licenses the following price shall prevail:

| Additional Licenses | Each |
|--------------------------------|----------|
| Additional Concurrent Licenses | \$505.00 |

In addition to providing Maintenance & Support for Interface Software as specified in this Agreement the County may make a written request for the Contractor to provide certain personnel beyond the initial services provided. Upon receiving this request, Contractor and the County must mutually agree to the scope of the additional services, personnel that perform them on a time and materials basis, at the hourly rates set forth below:

| Personnel Description | Hourly Rate |
|------------------------|-------------|
| Support Representative | \$190.00 |

- Services are but not limited to training, customization, and report development.
- This does not include chargeable travel expenses which would be payable at the current County rate applicable for the period traveled.
- In the event of changes to the software provided hereunder, additional maintenance fees may apply.